

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

21 NE 168th Street, North Miami Beach, FL 33162

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of the date last signed below, by and between:

Disclosing Party: Kevin Berman, licensed real estate agent, eXp Realty, acting on behalf of the owner of the property located at 21 NE 168th Street, North Miami Beach, Florida 33162 (the "Property"); and

Receiving Party: The individual or entity identified in the signature block below ("Prospective Purchaser").

1. PURPOSE

The Disclosing Party is prepared to furnish the Receiving Party with certain confidential, proprietary, and non-public information relating to the Property, including but not limited to financial statements, rent rolls, tenant information, operating expenses, capital improvement records, environmental reports, inspection reports, offering memoranda, and any other due diligence materials (collectively, "Confidential Information"), for the sole purpose of evaluating a potential purchase of the Property (the "Permitted Purpose").

2. CONFIDENTIALITY OBLIGATIONS

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party;
- Use the Confidential Information solely for the Permitted Purpose and for no other purpose whatsoever;
- Limit access to Confidential Information to those employees, officers, directors, attorneys, accountants, or financial advisors of the Receiving Party who have a need to know such information for the Permitted Purpose and who are bound by confidentiality obligations no less restrictive than those set forth herein;
- Promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information;
- Not copy, reproduce, or distribute any Confidential Information in any form without prior written approval.

3. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is required to be disclosed

by law or court order, provided the Receiving Party gives prompt prior written notice to the Disclosing Party.

4. NO SOLICITATION OF TENANTS OR EMPLOYEES

The Receiving Party agrees not to solicit, contact, or communicate with any current tenants, employees, or contractors associated with the Property without the prior written consent of the Disclosing Party during the evaluation period and for a period of twelve (12) months thereafter.

5. RETURN OF INFORMATION

Upon request by the Disclosing Party, or upon the Receiving Party's determination not to proceed with the acquisition of the Property, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, notes, and summaries thereof, and certify in writing that such return or destruction has been completed.

6. NO LICENSE OR REPRESENTATION

Nothing in this Agreement grants the Receiving Party any license, interest, or right in or to the Confidential Information except as expressly set forth herein. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and shall have no liability to the Receiving Party resulting from the use of the Confidential Information.

7. TERM

This Agreement shall remain in effect for a period of two (2) years from the date of execution, unless earlier terminated by mutual written agreement of the parties.

8. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Any disputes arising hereunder shall be resolved in the courts of Broward County or Miami-Dade County, Florida.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or

agreements relating thereto. This Agreement may not be amended except by a written instrument signed by both parties.

RECEIVING PARTY (Prospective Purchaser):

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____

DISCLOSING PARTY / BROKER:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____